

ZB# 99-18

Gina Gatto

55-1-21.2

Mem.

May 24, 1999.
Notice to Review on
after

Copy of Title & Deed &

Public Hearing:

July 12, 1999.

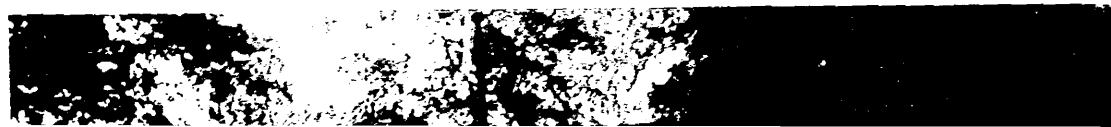
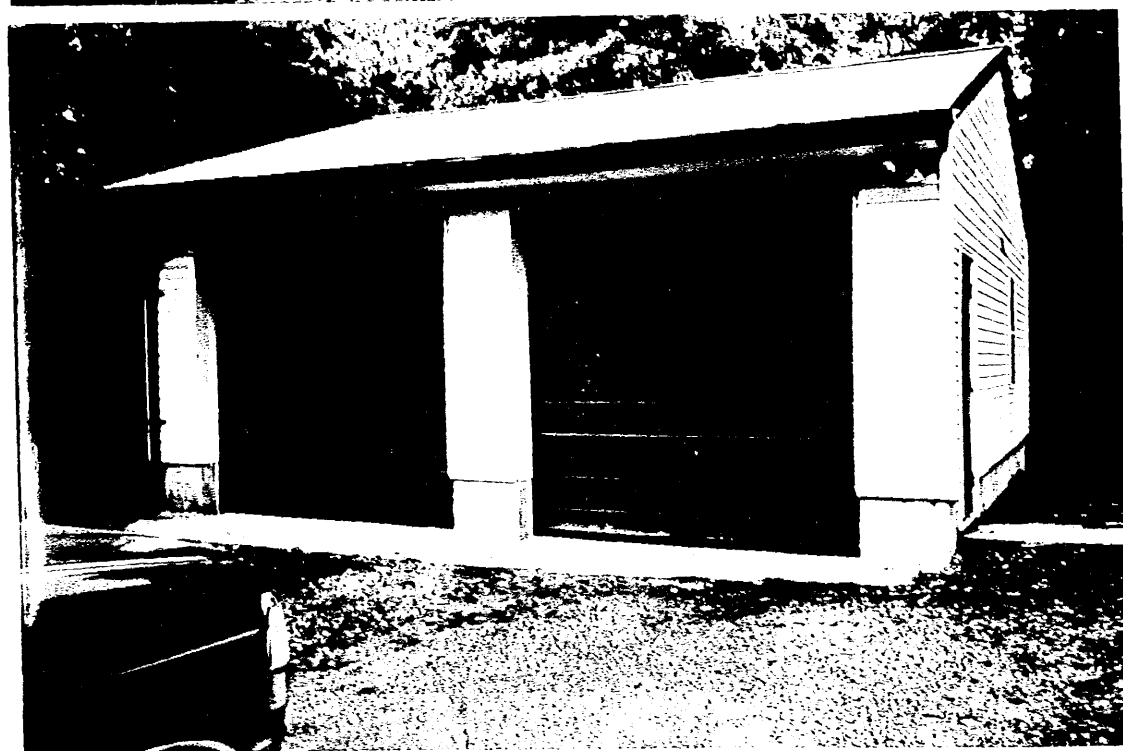
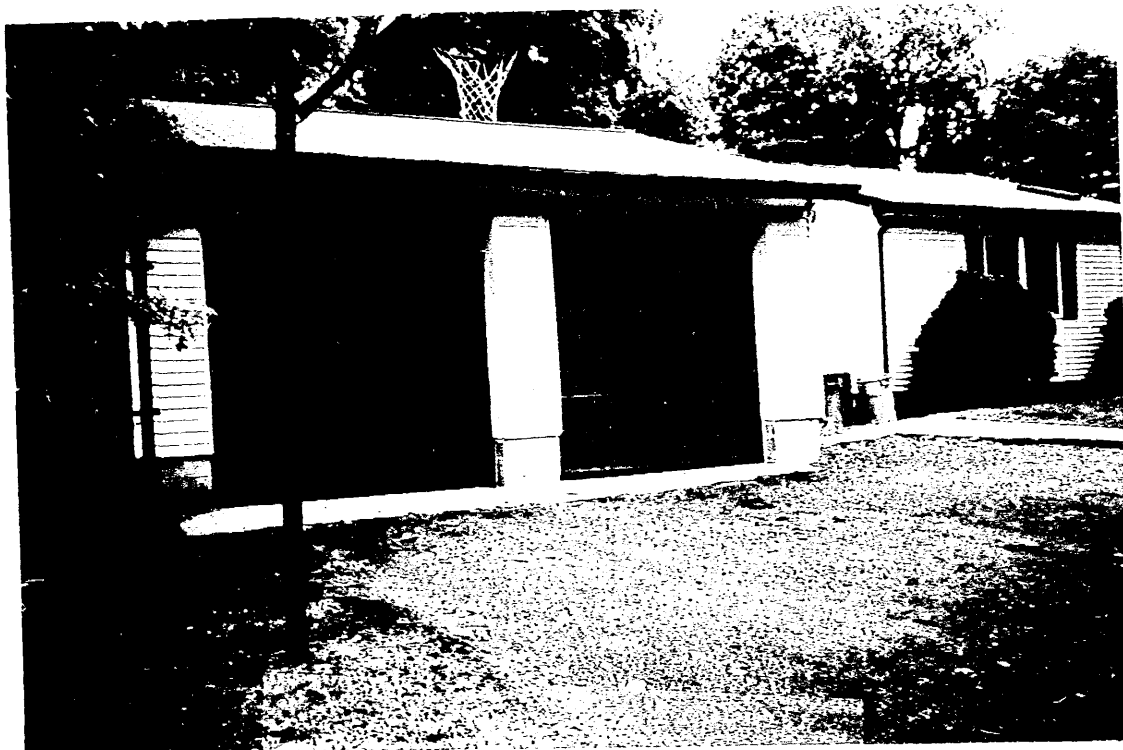
Granted

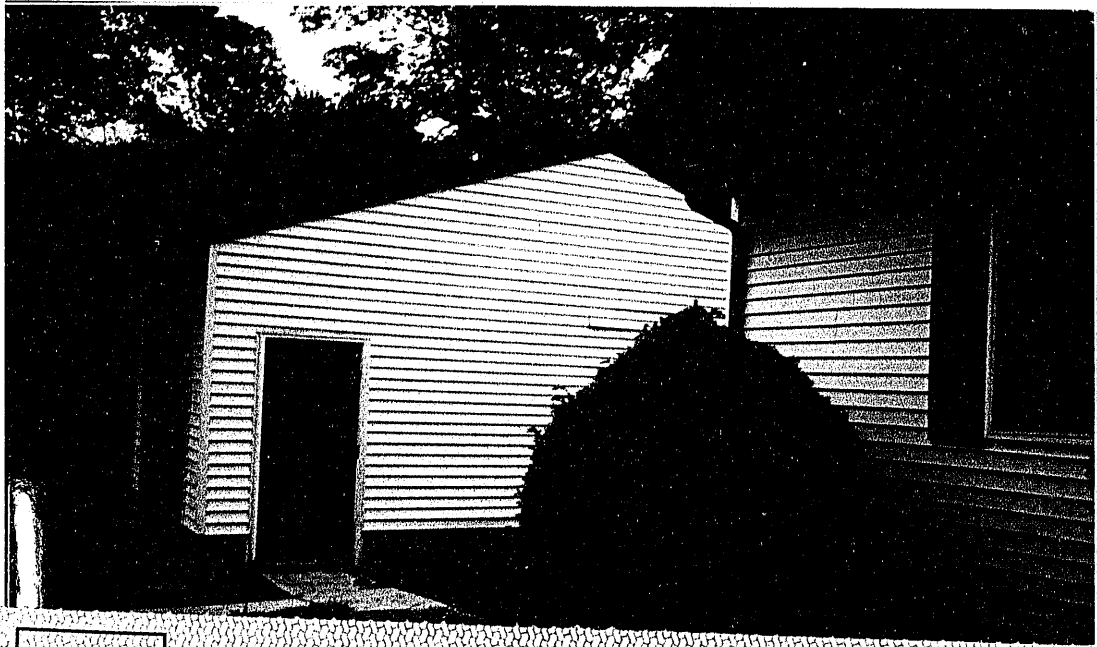
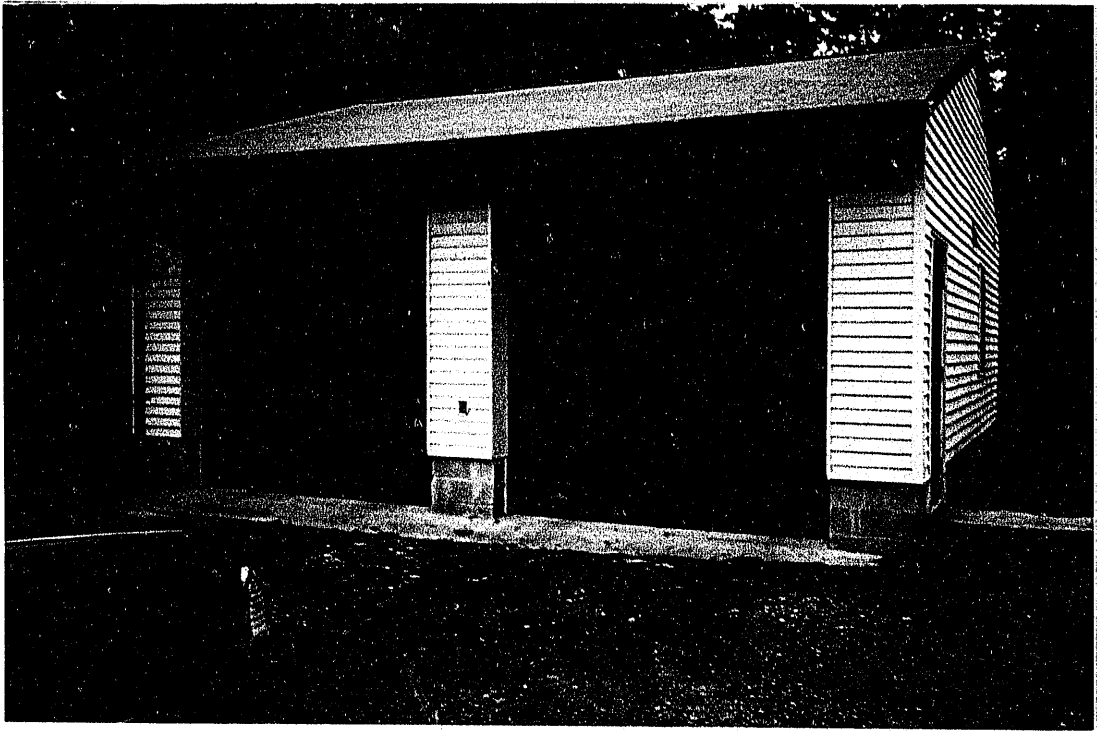
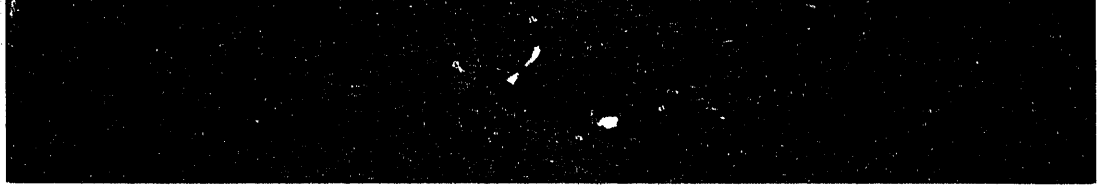
Area Variance

Refund: \$207.50

#99-18- Gatto, Gina

Area. 55-1-21.2.





Wilson Jones • Carbonless • 81654-NCE Duplicate • 81657-N-CL Triplicate
© Wilson Jones, 1989

DATE June 21, 1999 RECEIPT 039388

RECEIVED FROM Gina Gatto

Address _____

Fifty 00/100 DOLLARS \$ 50.00

FOR ZBA # 99-18

ACCOUNT		HOW PAID	
BEGINNING BALANCE		CASH	<u>377</u>
AMOUNT PAID		CHECK	<u>5000</u>
BALANCE DUE		MONEY ORDER	

Town Clerk

BY Dorothy N. Hansen

APPLICATION FEE (DUE AT TIME OF FILING OF APPLICATION)

APPLICANT: Osella, Gina

FILE# 99-18

RESIDENTIAL: \$50.00
INTERPRETATION: \$150.00

COMMERCIAL: \$150.00

AREA X

USE _____

APPLICATION FOR VARIANCE FEE \$ 50.00

*

*

*

ESCROW DEPOSIT FOR CONSULTANT FEES \$ 300.00

DISBURSEMENTS:

STENOGRAPHER CHARGES: \$4.50 PER PAGE

PRELIMINARY MEETING-PER PAGE 5/24/99-2 \$ 9.00
2ND PRELIMINARY- PER PAGE 7/12/99-3 \$ 13.50
3RD PRELIMINARY- PER PAGE \$ _____
PUBLIC HEARING - PER PAGE \$ _____
PUBLIC HEARING (CONT'D) PER PAGE \$ _____
TOTAL \$ 22.50

ATTORNEY'S FEES: \$35.00 PER MEEETING

PRELIM. MEETING: 5/24/99 \$ 35.00
2ND PRELIM. 7/12/99 \$ 35.00
3RD PRELIM. \$ _____
PUBLIC HEARING. \$ _____
PUBLIC HEARING (CONT'D) \$ _____
TOTAL \$ 70.00

MISC. CHARGES:

..... \$ _____
TOTAL \$ 92.50

LESS ESCROW DEPOSIT \$ 300.00
(ADDL. CHARGES DUE) \$ _____
REFUND DUE TO APPLICANT. \$ 207.50

*Paid ck.
#377
6/21/99
Paid ck. #378*

PUBLIC NOTICE OF HEARING
ZONING BOARD OF APPEALS
TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals of the TOWN OF NEW WINDSOR, New York, will hold a Public Hearing pursuant to Section 48-34A of the Zoning Local Law on the following Proposition:

Appeal No. 18

Request of Gina S. Gatto

for a VARIANCE of the Zoning Local Law to Permit:

existing detached garage to project closer to
road than existing dwelling;

being a VARIANCE of Section 48-14A(4) - Supp. Yard Regs.

for property situated as follows:

651 Twin Arch Road, Rock Tavern, N.Y.

known and designated as tax map Section 55, Blk. 1, Lot 21-2

SAID HEARING will take place on the ___ day of ___, 19___ at the New Windsor Town Hall, 555 Union Avenue, New Windsor, New York beginning at 7:30 o'clock P.M.

James Nugent
Chairman

TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE

99-18.

Date: 5/24/99.

I. ✓ Applicant Information:

- (a) Gina S. Gatto (914) 427-5809 X
(Name, address and phone of Applicant) (Owner)
- (b) _____
(Name, address and phone of purchaser or lessee)
- (c) Nancy Barry
(Name, address and phone of attorney)
- (d) _____
(Name, address and phone of contractor/engineer/architect)

II. Application type:

- ☐ Use Variance ☐ Sign Variance
- ☒ Area Variance ☐ Interpretation

III. ✓ Property Information:

- (a) R-1 651 Twin Arch Rd, Rock Tavern 12575 55-1-21.2 1.0 ACRES
(Zone) (Address) (S B L) (Lot size)
- (b) What other zones lie within 500 ft.? _____ ✓
- (c) Is a pending sale or lease subject to ZBA approval of this application? YES
- (d) When was property purchased by present owner? 10/91
- (e) Has property been subdivided previously? NO
- (f) Has property been subject of variance previously? NO
If so, when? _____
- (g) Has an Order to Remedy Violation been issued against the property by the Building/Zoning Inspector? NO
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail: YES, THE GARAGE IN REVIEW WAS ERECTED IN 1992 WITH AN OPEN BUILDING PERMIT

IV. Use Variance. N/A

- (a) Use Variance requested from New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____, to allow: _____
(Describe proposal) _____
- _____
- _____
- _____

(b) The legal standard for a "use" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

(c) Applicant must fill out and file a Short Environmental Assessment Form (SEQR) with this application.

(d) The property in question is located in or within 500 ft. of a County Agricultural District: Yes____ No____.

If the answer is Yes, an agricultural data statement must be submitted along with the application as well as the names of all property owners within the Agricultural District referred to. You may request this list from the Assessor's Office.

✓ V. Area variance:

(a) Area variance requested from New Windsor Zoning Local Law, Section ~~48-14A(4)~~ Table of Supp. Yard Regs., ~~et.~~ _____.

Existing garage projects closer to road than principal bldg.

<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area _____	_____	_____
Min. Lot Width _____	_____	_____
Reqd. Front Yd. _____	_____	_____
Reqd. Side Yd. _____	_____	_____
Reqd. Rear Yd. _____	_____	_____
Reqd. Street Frontage* _____	_____	_____
Max. Bldg. Hgt. _____	_____	_____
Min. Floor Area* _____	_____	_____
Dev. Coverage* _____ %	_____ %	_____ %
Floor Area Ratio** _____	_____	_____
Parking Area _____	_____	_____

* Residential Districts only

** No-residential districts only

✓ (b) In making its determination, the ZBA shall take into consideration, among other aspects, the benefit to the applicant if the variance is granted as weighed against the detriment to the health, safety and welfare of the neighborhood or community by such grant. Also, whether an undesirable change will be produced in the character of the neighborhood or a detriment to nearby properties will be created by the granting of the area variance; (2) whether the benefit sought by the applicant can be achieved by some other method feasible for the applicant to pursue other than an area variance; (3)

whether the requested area variance is substantial; (4) whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district; and (5) whether the alleged difficulty was self-created.

Describe why you believe the ZBA should grant your application for an area variance:

THE BUILDING HAS BEEN IN EXISTANCE FOR 18 YEARS WITHOUT DETRIMENT OR INCIDENT TO NEARBY NEIGHBORS. I PURCHASED THE HOME WITHOUT THE KNOWLEDGE THAT THERE WAS EVER A PROBLEM, NOR DID I FORCE ONE. I WANT TO MAKE CERTAIN THAT I SELL THE HOME AND GARAGE LEGALLY AND HONESTLY. MY 525' DRIVEWAY HAS ALLOWED FOR PRIVACY, THUS KEEPING THE GARAGE SHELTERED FROM NEIGHBORS. THERE HAS NEVER BEEN A COMPLAINT.
(You may attach additional paperwork if more space is needed)

VI. Sign Variance: N/A

(a) Variance requested from New Windsor Zoning Local Law, Section _____, Regs.

	<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Sign 1	_____	_____	_____
Sign 2	_____	_____	_____
Sign 3	_____	_____	_____
Sign	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

(b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or over size signs.

(c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

VII. Interpretation. N/A

(a) Interpretation requested of New Windsor Zoning Local Law, Section _____, Table of _____ Regs., Col. _____.

(b) Describe in detail the proposal before the Board:

✓ VIII. Additional comments:

(a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or

upgraded and that the intent and spirit of the New Windsor Zoning is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

My yard consists of adult oak trees, a long private Drive, and shrub screening. I maintain my house and yard to the best of my abilities as to not have any complaints or issues with my neighbors.

✓ IX. Attachments required:

- ✓ Copy of referral from Bldg./Zoning Insp. or Planning Bd.
- ✓ Copy of tax map showing adjacent properties.
- N/A Copy of contract of sale, lease or franchise agreement.
- ✓ Copy of deed and title policy.
- ✓ Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot in question.
- N/A Copy(ies) of sign(s) with dimensions and location.
- ✓ Two (2) checks, one in the amount of \$ 50.00 and the second check in the amount of \$ 300.00, each payable to the TOWN OF NEW WINDSOR.
- ✓ Photographs of existing premises from several angles.

X. Affidavit.

Date: May 20, 1999.

STATE OF NEW YORK)
) SS.:
COUNTY OF ORANGE)

The undersigned applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his/her knowledge or to the best of his/or information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance granted if the conditions or situation presented herein are materially changed.

x Geri S. Gallo
(Applicant)

Sworn to before me this

25th day of May, 1999.

XI. ZBA Action:

Patricia A. Barnhart

PATRICIA A. BARNHART
Notary Public, State of New York
No. 01BA4904434
Qualified in Orange County
Commission Expires August 31, 1999.

(a) Public Hearing date: _____.

(b) Variance: Granted (____) Denied (____)

(c) Restrictions or conditions: _____

NOTE: A FORMAL DECISION WILL FOLLOW UPON RECEIPT OF THE PUBLIC
HEARING MINUTES WHICH WILL BE ADOPTED BY RESOLUTION OF ZONING BOARD OF
APPEALS AT A LATER DATE.

(ZBA DISK#7-080991.AP)

In the Matter of the Application of

GINA GATTO

**MEMORANDUM OF
DECISION GRANTING
AREA VARIANCE**

#99-18.

WHEREAS, GINA GATTO, residing at 651 Twin Arch Road, Rock Tavern, N. Y. 12575, has made application before the Zoning Board of Appeals for a variation of Section 48-14A(4) of the Supplemental Yard Regulations to permit existing two-car garage nearer to the street than the principal structure at the above location in an R-1 zone; and

WHEREAS, a public hearing was held on the 12th day of July, 1999 before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

WHEREAS, the Applicant appeared on behalf of herself for this Application; and

WHEREAS, there were no spectators appearing at the public hearing; and

WHEREAS, no spectator spoke either in favor or in opposition to the Application; and

WHEREAS, a decision was made by the Zoning Board of Appeals on the date of the public hearing granting the application; and

WHEREAS, the Zoning Board of Appeals of the Town of New Windsor sets forth the following findings in this matter here memorialized in furtherance of its previously made decision in this matter:

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and in The Sentinel, also as required by law.

2. The evidence presented by the Applicant showed that:

(a) The property is a residential property consisting of a one-family home located in a neighborhood containing one-family homes.

(b) The Applicant seeks the variance to allow the existing two-car garage to project closer to the road than the principal structure.

(c) The garage has been constructed and in place for approximately 18 years.

(d) During the time of its construction there have been no complaints formal or

informal.

(e) The garage and structure are located approximately 500 ft. from the roadway.

(f) The garage is similar to other garages in the neighborhood.

(g) The lot is irregular in shape and was commonly known as a "flag" lot.

WHEREAS, The Zoning Board of Appeals of the Town of New Windsor makes the following conclusions of law here memorialized in furtherance of its previously made decision in this matter:

1. The requested variance will not produce an undesirable change in the character of the neighborhood or create a detriment to nearby properties.

2. There is no other feasible method available to the Applicant which can produce the benefits sought.

3. The variance requested is substantial in relation to the Town regulations but nevertheless is warranted for the reasons listed above.

4. The requested variance will not have an adverse effect or impact on the physical or environmental conditions in the neighborhood or zoning district.

5. The difficulty the Applicant faces in conforming to the bulk regulations is self-created but nevertheless should be allowed.

6. The benefit to the Applicant, if the requested variance is granted, outweighs the detriment to the health, safety and welfare of the neighborhood or community.

7. The requested variance is appropriate and is the minimum variance necessary and adequate to allow the Applicant relief from the requirements of the Zoning Local Law and at the same time preserve and protect the character of the neighborhood and the health, safety and welfare of the community.

8. The interests of justice will be served by allowing the granting of the requested area variance.

NOW, THEREFORE, BE IT

RESOLVED, that the Zoning Board of Appeals of the Town of New Windsor GRANT a request for variation of Section 48-14A(4) of the Supplemental Yard Regulations to permit an existing two-car garage nearer to the street than the principal structure at 651 Twin Arch Road in an R-1 zone, as sought by the Applicant in accordance with plans filed with the Building Inspector and presented at the public hearing.

BE IT FURTHER

RESOLVED, that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and Applicant.

Dated: September 13, 1999.


Chairman

Date 7/2/99, 19.....

TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE
NEW WINDSOR, NEW YORK 12553

TO Frances Roth DR.
168 N. Drury Lane
Newburgh, N.Y. 12550

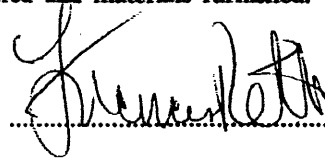
DATE			CLAIMED	ALLOWED
7/2/99		Zoning Board Mtg	75 00	
		Misc. - 2		
		Manusa - 4		
		Kadian - 4		
		Fountain - 10		
		Paspisil - 6		
		Cannone - 2		
		Leath - 3 \$13.50		
		Zecola - 2		
		McQuinness - 3		
		Costari - 2	171 00	
		38		
			246 00	

STATE OF NEW YORK,
TOWN OF NEW WINDSOR

} ss.

I hereby certify, that the items of this account are correct; that the disbursements and services charged therein have in fact been made and rendered, and that no part thereof has been paid or satisfied, that the amount herein mentioned is in full settlement for all services rendered and materials furnished.

Sign Here



No.

Town of New Windsor

Nature

Amount Claimed \$

Amount Allowed \$

Filed

I hereby certify that at a meeting of
said Town Board held at the office of the
Town Clerk on the day
of, 19.....

the within claim was audited and allowed
for the sum of

\$

Clerk

PUBLIC HEARINGS:

GATTO, GINA

MR. NUGENT: Is there anyone in the audience other than the applicant? Let the record show there's no one in the audience.

MS. BARNHART: We sent out 21 notices on June 22 to property owners within 500 feet.

MR. NUGENT: Request for variation of Section 48-14A(4) of the Supplemental Yard Regulations to allow existing garage to project closer to road than principal structure at 651 Twin Arch Road in an R-1 zone.

Ms. Gina Gatto appeared before the board for this proposal.

MS. GATTO: I just have a question, what do I do in terms of getting a C.O.? I've had inspections done.

MR. NUGENT: You have to go through this first.

MR. KANE: How long has it been up?

MS. GATTO: Approximately, 18 years with no incident or detriment, complaints from the neighbors.

MR. KANE: Any complaints, informal or formal?

MS. GATTO: Not a one.

MR. REIS: Jim, do you have a survey?

MR. NUGENT: Yes, what I wanted to be sure of was that the setback on the garage?

MR. BABCOCK: The setback to where, Jim, to the house?

MR. NUGENT: To the garage.

MR. BABCOCK: From the garage to the house or from the garage to the road?

MR. NUGENT: To the street, garage projects closer to the street than the house. Does the garage have enough setback from the street? That's what I'm asking.

MR. BABCOCK: No, that's why she's here tonight.

MR. NUGENT: But that's not what it's asking.

MR. BABCOCK: It doesn't have any setback, there's no setback as far as the front yard whether it's facing the road, there is none, can't go in front of the house.

MR. TORLEY: But if it's a 50 foot setback from the house front yard.

MR. NUGENT: Let's say the house is 50 feet, whatever it's supposed to be, doesn't that garage come into play that it's closer?

MR. BABCOCK: No, if they set their house at a hundred feet, even though the requirements are 40, the garage still has to be a hundred feet.

MR. TORLEY: But if the garage is 20 feet off the road?

MR. NUGENT: Too close, I don't want her to come back.

MR. TORLEY: If the structures have to be 50 feet off the road, the house is 200 feet off the road and the garage is 100 feet off the road, she needs that variance for the structure that's closer to the road than the principal dwelling.

MR. BABCOCK: All I'm reading is the zoning ordinance, you cannot project closer to the street than the principal building. Doesn't say anything about setbacks. I understand what you're saying, but I don't know what the setback is from the road.

MR. NUGENT: How far is your garage off the street?

MS. GATTO: Five hundred feet.

MR. NUGENT: Not a problem.

MS. GATTO: I was going to interject but you were--

MR. NUGENT: Not a problem.

MR. BABCOCK: There's a lot in front of her, you know what I mean, she has like a flag lot, that's why she's so far back.

MS. GATTO: It's a private drive, yeah, its way back.

MR. NUGENT: Accept a motion.

MR. REIS: I make a motion that we grant Gina Gatto her requested variance.

MR. KANE: Second the motion.

ROLL CALL

MR. REIS	AYE
MR. KANE	AYE
MR. TORLEY	AYE
MR. NUGENT	AYE

**OFFICE OF THE BUILDING INSPECTOR
TOWN OF NEW WINDSOR
ORANGE COUNTY, NEW YORK**

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

**APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT (914)563-4630 TO
MAKE AN APPOINTMENT WITH THE ZONING BOARD OF APPEALS.**

DATE: May 5, 1999

**APPLICANT: Gina Gatto
651 Twin Arch Road
Rock Tavern, New York 12575**

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATE:

FOR : #651 Detached existing garage

LOCATED AT: 651 Twin Arch Road

ZONE: R-1

DESCRIPTION OF EXISTING SITE: 55-1-21.2

IS DISAPPROVED ON THE FOLLOWING GROUNDS:

- 1. Existing garage projects closer to the road than existing house.**


BUILDING INSPECTOR

PERMITTED

PROPOSED OR
AVAILABLE:

VARIANCE
REQUEST:

ZONE: R-1 USE: 48-14-A-4

MIN. LOT AREA:

MIN LOT WIDTH:

REQ'D.. FRONT YD:

REQ'D. SIDE YD:

REQD. TOTAL SIDE YD:

REQ'D REAR YD:

REQ'D FRONTAGE:

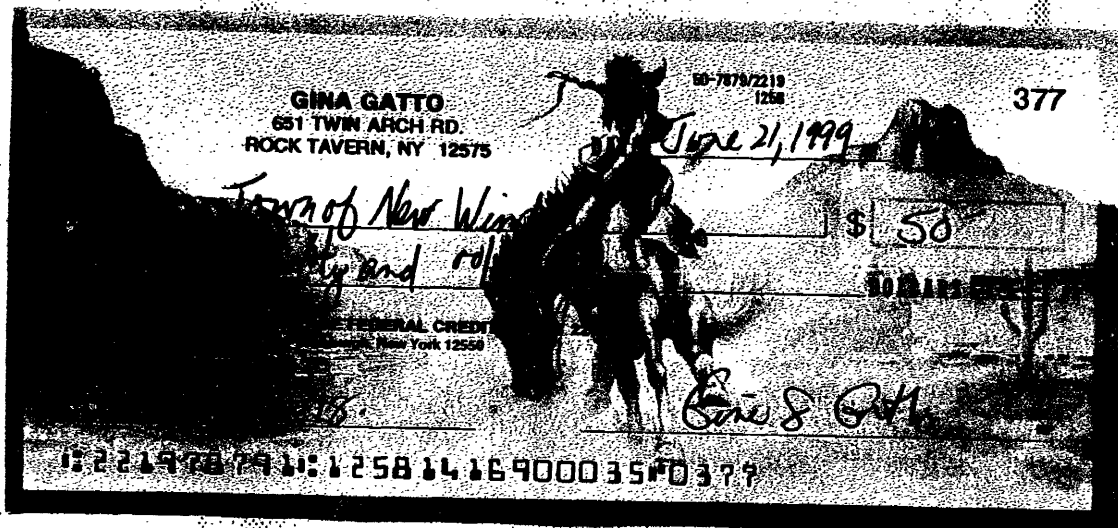
MAX. BLDG. HT.:

FLOOR AREA RATIO:

MIN. LIVABLE AREA:

DEV. COVERAGE:

cc: Z.B.A., APPLICANT, FILE ,W/ ATTACHED MAP





Town of New Windsor

555 Union Avenue
New Windsor, New York 12553
Telephone: (914) 563-4631
Fax: (914) 563-4693

Assessors Office

June 9, 1999

21

Gina S. Gatto
651 Twin Arch Rd.
Rock Tavern, NY 12575

RE: 55-1-21.2

Dear Ms. Gatto:

Please be advised that the attached list of properties within five hundred (500) feet of the above referenced property.

The charge for this service is \$35.00, minus your deposit of \$25.00.

Please remit the balance of \$10.00 to the Town Clerk's office.

Sincerely,

Leslie Cook
Sole Assessor

/jj
Attachments

Cc: Pat Barnhart, ZBA

Dennis A. & Ritsulo M. White
PSC 303 Box 44 (MA)
APO AP
San Francisco, CA 96204-0044

Richard L. & Hazel B. Rose
242 Maybrook Rd.
Campbell Hall, NY 10916

Allen & Catherine Jacobsen
4 Phyllis Lane
Rock Tavern, NY 12575

Friend Dennis P & Elayana R
2099 Little Britian Road
Rock Tavern, NY 12553

H. Addison & Beulah Woestemeyer
643 Twin Arch Rd.
Rock Tavern, NY 12575

Herman Fuchs & Mina Lee
40 Doral Court
New City, NY 10956

Carl J. & Mary R. DiDonato
673 Twin Arch Rd.
Rock Tavern, NY 12575

Robert Marino
597 Twin Arch Rd.
Rock Tavern, NY 12575

John Joseph & Margaret June Browne
605 Twin Arch Rd.
Rock Tavern, NY 12575

Christopher & Tina Marie Jacobellis
10 Stone Arch Manor Rd
Rock Tavern, NY 12575

Richard H. & Genevieve West
611 Twin Arch Rd.
Rock Tavern, NY 12575

Jeff Hausthor & Pamela Victor
1 Stone Arch Manor Rd.
Salisbury Mills, NY 12577

Steven R. Moses & Beth S. Marks
617 Twin Arch Rd.
Rock Tavern, NY 12575

Eva C. Jacquet
669 Twin Arch Rd
Rock Tavern, NY 12575

Edward S. & Stephanie Trautman
623 Twin Arch Rd.
Rock Tavern, NY 12575

Nancy A. Kiernan
9 Stone Arch Manor Rd.
Rock Tavern, NY 12575

Michael & Lorraine Geffon
629 Twin Arch Rd.
Rock Tavern, NY 12575

Ralph Nespoli
4 Stone Arch Manor Rd.
Rock Tavern, NY 12575

Kevin A. & Mary E. Tyrell
588 Twin Arch Rd.
Rock Tavern, NY 12575

Ralph & Samantha Comulada
591 Twin Arch Rd.
Rock Tavern, NY 12575

John J. & Eileen Garvey
640 Twin Arch Rd.
Rock Tavern, NY 12575

**ZONING BOARD OF APPEALS : TOWN OF NEW WINDSOR
COUNTY OF ORANGE : STATE OF NEW YORK**

In the Matter of the Application for Variance of

Mina S. Matto,

Applicant.

99-18.

**AFFIDAVIT OF
SERVICE BY
MAIL**

STATE OF NEW YORK)

) SS.:

COUNTY OF ORANGE)

PATRICIA A. BARNHART, being duly sworn, deposes and says:

That I am not a party to the action, am over 18 years of age and reside at 7 Franklin Avenue, Windsor, N. Y. 12553.

That on June 22, 1999, I compared the 21 addressed envelopes containing the Public Hearing Notice pertinent to this case with the certified list provided by the Assessor regarding the above application for a variance and I find that the addresses are identical to the list received. I then mailed the envelopes in a U.S. Depository within the Town of New Windsor.

Patricia A. Barnhart
Patricia A. Barnhart

Sworn to before me this
22nd day of June, 1999.

Deborah Green
Notary Public

DEBORAH GREEN
Notary Public, State of New York
Qualified in Orange County
4984065
Commission Expires July 15, 1999

Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

TO BE ATTACHED TO AND MADE A PART OF ALTA OWNER'S POLICY (4-6-90)

1. The following is added to the insuring provision of the face page of this policy:
 - "5. Any statutory lien for services, labor or materials furnished prior to the date hereof, and which has now gained or which may hereafter gain priority over the estate or interest of the insured as shown in Schedule A of this policy."
2. The following is added to paragraph 7 of the Conditions and Stipulations of this policy:
 - "(d) If the recording date of the instruments creating the insured interest is later than the policy date, such policy shall also cover intervening liens or encumbrances, except real estate taxes, assessments, water charges and sewer rents."
 - "(e) Provision is made in the rate manual of this company filed with the Superintendent of Insurance of the State of New York for continuation of liability to grantees of the insured in certain specific circumstances only. In no circumstances provided for in this sub-section shall this company be deemed to have insured the sufficiency of the instrument of conveyance or to have assumed any liability for the sufficiency of any proceedings after the date of this policy."
3. Paragraph number 4 of the Exclusions from Coverage is deleted and the following paragraph is substituted in its place:
 - "4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor."

Nothing herein contained shall be construed as extending or changing the effective date of said policy, unless otherwise expressly stated.

This coverage is made a part of said policy and is subject to the Exclusions from Coverage, schedules, conditions and stipulations therein, except as modified by the provisions hereof.

IN WITNESS WHEREOF, the company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers.

Lawyers Title Insurance Corporation



Marion C. Bowling, Jr.

President

Attest:

John H. Best

Secretary

Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

OWNER'S POLICY NUMBER
113 - 00 - 677397

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, LAWYERS TITLE INSURANCE CORPORATION, a Virginia corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF the Company has caused this policy to be signed and sealed, to be valid when Schedule A is countersigned by an authorized officer or agent of the Company, all in accordance with its By-Laws.

Attest:



Secretary.

Lawyers Title Insurance Corporation

By:



President

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws.

Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

SCHEDULE A

CASE NUMBER
92BG335544

DATE OF POLICY
September 3, 1992

OWNER'S POLICY

AMOUNT OF INSURANCE
\$100,000.00

ENDORSEMENTS

POLICY NUMBER
113-00-677397

1. Name of insured: GINA GATTO & ROSEMARY MALANAPHY, as joint tenants
with right of survivorship
2. The estate or interest in the land which is covered by this policy is: a fee simple
3. Title to the estate or interest in the land is vested in: GINA GATTO & ROSEMARY MALANAPHY, as joint tenants
with right of survivorship by deed from Charles E. Hulse, dated September 3, 1992 and
duly recorded in the Orange County Clerk's Office on September 4, 1992 in Liber 3661 cp. 195.
4. The land referred to in this policy is described as follows:

SEE DESCRIPTION ANNEXED HERETO AND MADE A PART HEREOF,.

Donald W. Muro

Countersignature Authorized Officer or Agent

Goshen, New York

Issued at (Location)

SCHEDULE "A"

ALL that certain lot, piece or parcel of land with the buildings and improvements thereon erected, situate, lying and being in the Town of New Windsor, County of Orange, and State of New York, and more particularly described as follows:

BEGINNING at an iron pipe set at the most northeasterly corner of Lot No. 2 where it intersects with the southeasterly most corner of Lot No. 1; said iron pipe set also being South 42° 42' 45" West, 340.00 feet from the assumed southerly line of Twin Arch Road and the most easterly corner of lands as conveyed by Calvin J. and Dorothy V. Rose to H. Addison Woestemeyer in Book 1928 of Deeds at page 833.

Running thence from said beginning South 42° 42' 45" West, 433.00 feet to an iron pipe found at a stone wall corner.

Thence North 51° 56' 32" West, 116.94 feet to a point in a stone wall.

Thence along the easterly boundary of lands now or formerly of Rose and passing over an iron pipe found on the northerly side of the stone wall, North 40° 13' 32" East, 357.43 feet to a point.

Thence through the lands of Woestemeyer and along the proposed road as shown on filed map 4015, on a curve to the right with a radius of 50.00 feet and a length of 194.08 feet to an iron pipe set at the intersection of lots No. 1 and No. 2 with the proposed road as shown on filed map 4015.

Thence through the same South 86° 45' 25" West, 66.91 feet to the place of beginning. Containing 44,313 square feet of land, more or less.

BEING Lot No. 2 as shown on a map entitled, "Minor Sub-division, Lands of Rev. H. Addison Woestemeyer, Town of New Windsor, Orange County, New York", last revised dated, April 8, 1973 and filed in the Orange County Clerk's Office on Feb. 10, 1977 as Map N. 4015.

ALSO ALL that certain lot, piece or parcel of land with the buildings and improvements thereon erected, situate, lying and being in the Town of New Windsor, County of Orange, and State of New York, and more particularly described as follows:

BEGINNING at a point on the assumed southerly line of Twin Arch Road; said point being at the north-easterly corner of lands now or formerly of Rose and the north-westerly corner of lands as conveyed by Calvin J. and Dorothy V. Rose in Book 1928 of Deeds at Page 833. Said point also being 9.6' southerly and 2.4' westerly of an iron pipe found at or near the northeasterly corner of lands now or formerly of Rose.

Running thence from said beginning along the assumed southerly line of Twin Arch Road, South 73° 04' 59" East, 50.00 feet to a point at the north-westerly corner of Lot No. 1 as shown on Filed Map No. 4015.

Thence through the lands of Woestemeyer and along the westerly

line of Lot No. 1, South 19° 21' 21" West, 132.19 feet to a point.

Thence through and along the same, South 26° 23' 36" West, 145.66 feet to a point.

Thence through and along the same on a curve to the left having a radius of 50.00 feet for a length of 46.18 feet to a point.

Thence through and along the same and on a curve to the right having a radius of 50.00 feet and a length of 23.56 feet to an iron pipe set marking the intersection of Lots No. 1 and No. 2 with the line of the proposed road.

Thence continuing through the land of Woestemeyer and along the northerly bounds of Lot No. 2 as shown on Filed Map No. 4015, on a curve to the right with a radius of 50.00 feet for a length of 194.08 feet to a point on the easterly boundary of lands now or formerly of Rose.

Thence along the lands of Rose North 40° 13' 32" East, 35.00 feet to a forked ash.

Thence along the same North 25° 39' 48" East, 176.22 feet to a pear tree.

Thence along the same North 19° 21' 21" East, 127.29^{3'} feet to the place of beginning.

Containing: 21,436 square feet of land, more or less.

Being the proposed road parcel as shown on a map entitled, "Minor Subdivision, Lands of Rev. H. Addison Woestemeyer, Town of New Windsor, County of Orange, New York", last revised date, April 8, 1973 and filed in the Orange County Clerk's Office on February 10, 1977 as Map No. 4015.

BEING part of the premises conveyed by Calvin J. Rose and Dorothy V. Rose to H. Addison Woestemeyer by deed dated December 18, 1972 and recorded in the Orange County Clerk's Office on December 19, 1972, in Liber 1928 of Deeds at Page 833.

The Grantee herein is not granted any rights to use the pond located on Lot No. 1 on the aforesaid map No. 4015.

SUBJECT TO and together with an easement for utility service.

SUBJECT TO an easement for a well and pipeline to service Lot No. 1 and further subject to the right of the owner of Lot No. 1 to repair or replace the well fixtures. Said easement to be 5.0' in width and described as follows:

Beginning at a point on the northerly side of an existing well, said well being with the bounds of a road parcel as shown on a Map entitled, "Minor Subdivision, Lands of Rev. H. Addison Woestemeyer, Town of New Windsor, Orange County, N.Y.", last revised date, April 8, 1973 and filed in the Orange County Clerk's Office on February 10, 1977 as Map No. 4015. Said point also being 46.5+['] southeasterly of the northeasterly corner of lands now or formerly of Rose; said point also being 115.6+['] from a pear tree marking the easterly line of lands now or formerly of Rose with the westerly line of the road parcel as shown on filed Map No. 4015.

(1) Thence running through the road parcel and into Lot No. 1 as shown on filed Map No. 4015, S 48° 13'E, 47.2+['] to a point on the westerly side of existing house of Woestemeyer.

(2) Thence along the westerly side of the existing house for a distance of 4.2+['].

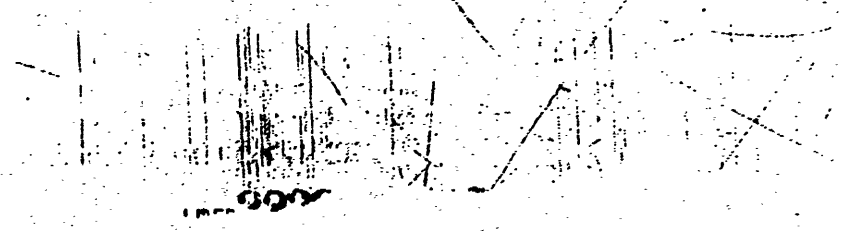
(3) Thence on a line parallel with course No. 1 and through Lot No. 1 and into the road parcel as shown on filed Map No. 4015 for a distance of 50.5 +['] to the southerly side of the existing well.

(4) Thence N 74° 59' E 5.0' to the place of Beginning.

Containing: 204 sq. feet of land, more or less.

The aforesaid easement shall be for the benefit of the owner of Lot No. 1 on Map No. 4015 and shall be available for the owner of Lot No. 1 to repair or replace well fixtures now located on a fifty foot wide driveway leading to Lot No. 2 from Twin Arch Road.

In the event said repairs are made, the owner of Lot No. 1 on the aforesaid Map shall be responsible for returning the property to its original condition after any such repairs are made and further agrees that the driveway will not be blocked so that the owner of Lot No. 2 shall not be able to have access to his property.



92BG335544

SCHEDULE B

113-00-677397

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Our policy does not insure against taxes, water rates, assessments and other matters relating to taxes which have not become a lien up to the date of the policy or installments due after the date of the policy. Neither our tax search nor our policy covers any part of streets on which the premises abut.
2. The exact acreage of the premises herein described will not be insured.
3. Survey made by John C. Barker, dated June 21, 1980, shows no encroachments or variations of lot lines, except the following: (1) Pond located on subject premises; (2) Utility poles and wires located on and over subject premises and adjoining premises, policy excepts rights to use and maintain same; (3) Well servicing Lot 1 is located within the bed of the roadway. Subject to any changes since June 21, 1980.
4. Rights, if any, in favor of any electric light or telephone company to maintain guy wires extending from said premises to poles located on the roads on which the premises abut, but policy insures that there are no such agreements of record in connection therewith, except as may be shown herein.
5. Underground encroachments and easements, if any, including pipes and drains, and such rights as may exist for entry upon said premises to maintain and repair the same. Policy insures that there are no such agreements of record in connection therewith, except as may be shown herein.
6. No title is insured to that portion of the premises lying in the bed of any street or roadway.
7. Subject to rights as set forth in Liber 2229 cp. 754.
8. Subject to setback restrictions as shown on Map 4015: (1) Pond located partially on Lot No. 2.
9. Riparian Rights, if any in favor of the premises herein are not insured.
10. Riparian Rights of others in and to the water and land lying under the water of the brook crossing premises herein.
11. Grants to Central Hudson Gas & Electric Corporation in Liber 662 cp. 259, Liber 706 cp. 533, Liber 708 cp. 159, Liber 724 cp. 115, Liber 760 cp. 222, Liber 971 cp. 485, Liber 1197 cp. 596 Liber 1314 cp. 561 and Liber 1682 cp. 530 and 531.
12. 1992/93 School Tax Section 55, Block 1, Lot 21.2
13. 1992/93 School Tax Section 55, Block 1, Lot 21.3
14. Mortgage made by Gina Gatto & Rosemary Malanaphy to Charles E. Hulse, in the principal sum of \$85,000.00, dated September 3, 1992, and duly recorded in the Orange County Clerk's Office on September 4, 1992 in Liber 4412 mp. 245.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE.

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest,

as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name

continued on next page of cover sheet

CONDITIONS AND STIPULATIONS—CONTINUED

of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,
(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or

(ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT.

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE.

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS.

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. ARBITRATION.

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, if any, attached hereto

CONDITIONS AND STIPULATIONS—CONTINUED

by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

16. SEVERABILITY.

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. NOTICES, WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to its Corporate Headquarters, 6630 West Broad Street, Richmond, Virginia 23230. Mailing address: P.O. Box 27567, Richmond, Virginia 23261.

POLICY OF TITLE INSURANCE

A WORD OF THANKS . . .


As we make your policy a part of our permanent records, we want to express our appreciation of this evidence of your faith in Lawyers Title Insurance Corporation.

There is no recurring premium.

This policy provides valuable title protection and we suggest you keep it in a safe place where it will be readily available for future reference.

If you have any questions about the protection provided by this policy, contact the office that issued your policy or you may write to:

Consumer Affairs Department
Lawyers Title Insurance Corporation
P.O. Box 27567
Richmond, Virginia 23261



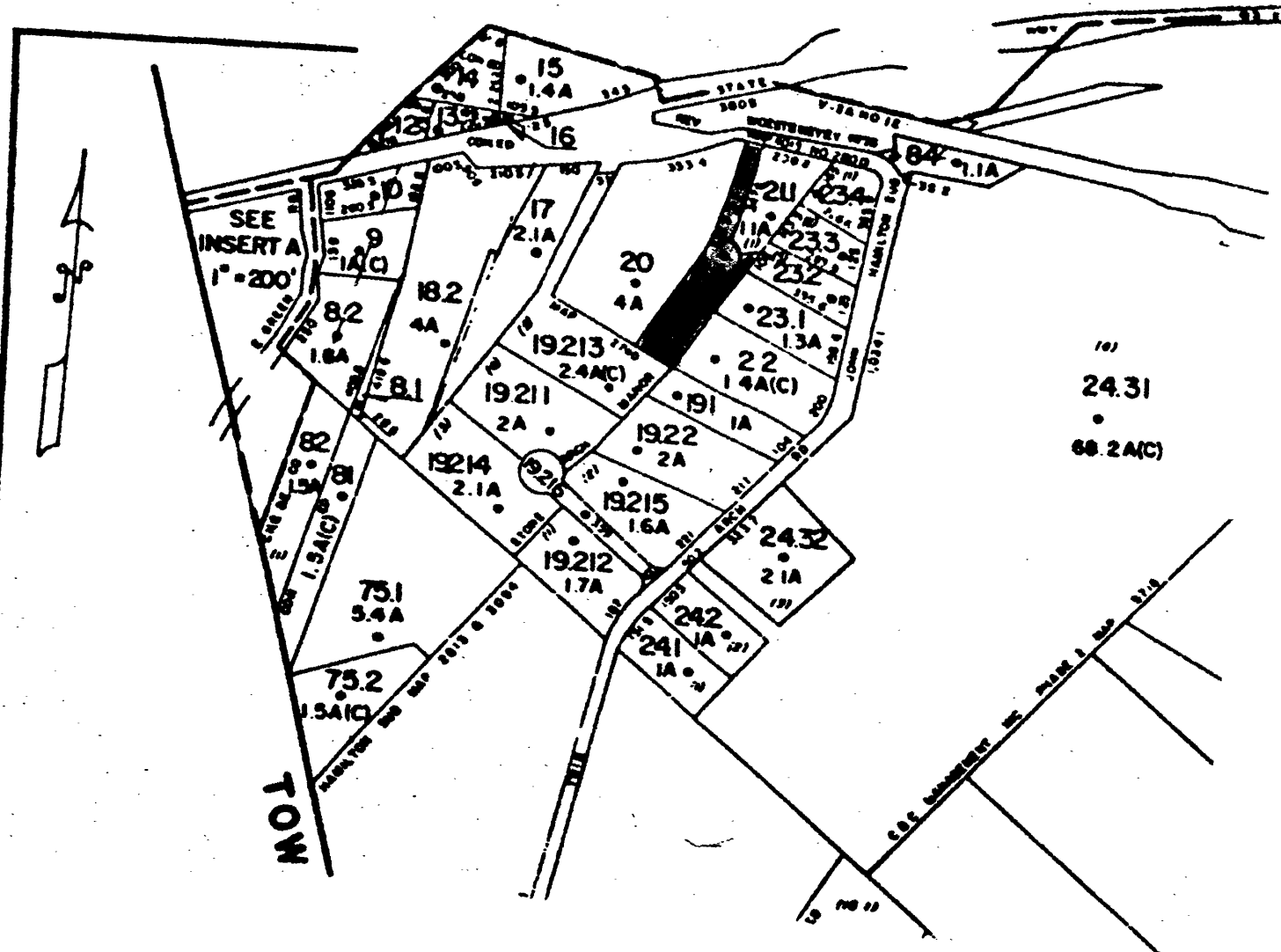
AERO SERVICE CORPORATION
 A DIVISION OF LITTON INDUSTRIES
 400 N. 10TH ST. PHILADELPHIA, PA. 19106

FOR TAX PURPOSES ONLY

NOT TO BE USED FOR CONVEYANCE



STATE OR COUNTY LINE	----
CITY TOWN OR VILLAGE	----
BLOCK & SECTION LIMIT	----
SPECIAL DISTRICT LINE	----
PROPERTY LINE	----



ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE

(This Page is Part of the Instrument)

PRINT OR TYPE: BLACK INK ONLY

Charles E. Hulse

TO

Gina Gatto +

Rosemary Malanaphy

92 BG 335544

RECORD AND RETURN TO:
(Name and Address)

Nancy J. Barry, Esq.
9 Charlotte St.
White Plains, NY 10606

ATTACH THIS SHEET TO THE FIRST PAGE OF EACH
RECORDED INSTRUMENT ONLY.

DO NOT WRITE BELOW THIS LINE

CONTROL NO. 39238 DATE 9/3/92 AFFIDAVIT FILED 19

INSTRUMENT TYPE: DEED ☒ MORTGAGE ☐ SATISFACTION ☐ ASSIGNMENT ☐ OTHER ☐

BG20 Blooming Grove
CH22 Chester
CO24 Cornwall
CR26 Crawford
DP28 Deerpark
GO30 Goshen
GR32 Greenville
HA34 Hamptonburgh
HI36 Highland
MK38 Minisink
ME40 Monroe
MY42 Montgomery
MH44 Mount Hope
NT46 Newburgh (T)
NW48 New Windsor
TU50 Tuxedo
WL52 Wallkill
WK54 Warwick
WA56 Wawayanda
WO58 Woodbury
MN09 Middletown
NC11 Newburgh
PJ13 Port Jervis
9999 Hold

SERIAL NO. _____
Mortgage Amount \$ _____
Exempt Yes _____ No _____
3-6 Cooking Units Yes _____ No _____
Received Tax on above Mortgage
Basic \$ _____
MTA \$ _____
Spec. Add. \$ _____
TOTAL \$ _____

MARION S. MURPHY
Orange County Clerk

by: _____

ORANGE COUNTY CLERK'S OFFICE S.S.

Recorded on the SEP 04 1992 day of _____
at 4:05
O'Clock P M. in Liber/Film 3661
deeda page 195 and examined.

Marion S. Murphy
County Clerk

CHECK ☒ CASH ☐ CHARGE ☐
MORTGAGE TAX \$ _____
TRANSFER TAX \$ 400⁰⁰
RECORD. FEE \$ 23-
REPORT FORMS \$ 30-
CERT. COPIES \$ _____

C.T.I.

RECEIVED
\$ 400⁰⁰
REAL ESTATE
SEP 04 1992
TRANSFER TAX
ORANGE COUNTY
mrl

LIBER 3661 PAGE 195

ORG 09/04/92 04:05:56 42656 53.00

***** EDUCATION FUND: 5.00 *****


DEED CONTROL NO: 59238 400.00 *

***** SERIAL NUMBER: 000870 *****

Bargain and Sale Deed with Covenant against Grantor's Acts

THIS INDENTURE, made the 3rd day of September, nineteen hundred and ninety-two

BETWEEN CHARLES E. HULSE, residing at (no number) Sarah Wells Trail,
Goshen, New York 10924

 party of the first part, and

GINA GATTO and ROSEMARY MALANAPHY ^{as joint tenants with right of survivorship.} both residing at
173 Twin Arch Road, Rock Tavern, New York 12575

party of the second part,

WITNESSETH, that the party of the first part, in consideration of ONE (\$1.00) DOLLAR, lawful money of the United States, by the party of the second part, and other good and valuable consideration does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

ALL that certain plot or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Town of New Windsor, County of Orange, and State of New York, and more particularly described in the attached Schedule "A."

Subject to rights of public utilities, restrictions, covenants and easements of record.

Sec. 55

Blk. 1

Lots 21.2 and 21.3

TOGETHER with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,

TOGETHER with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

TO HAVE AND TO HOLD the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

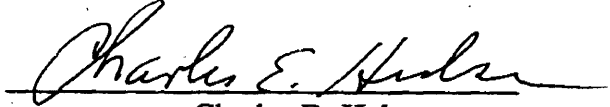
AND the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

AND the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

IN WITNESS WHEREOF, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF:

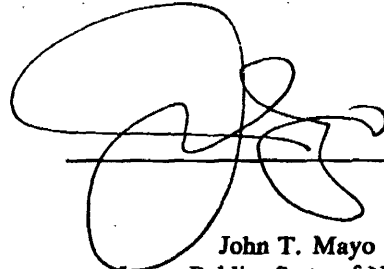

Charles E. Hulse

STATE OF NEW YORK)

: ss:

COUNTY OF ORANGE)

On the 3rd day of September, 1992, before me personally came CHARLES E. HULSE to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.



John T. Mayo
Notary Public, State of New York
Qualified in Orange County
Commission Expires 1/31/94

BARGAIN and SALE DEED

With Covenant Against Grantor's Acts

Title No.

=====

CHARLES E. HULSE

TO

GINA GATTO and ROSEMARY
MALANAPHY

=====

Section 55

Block 1

Lots 21.2 and 21.3

County of Orange

Record and Return to:

Norton & Christensen

60 Erie Street

Goshen, New York 10924

914-294-7949

LIBER 3661 PAGE 197

[illegible]

PRELIMINARY MEETING:

GATTO, GINA

MR. NUGENT: Request for variation to Section 48-14A(4) of the Supplemental Yard Regulations to allow existing garage to project closer to road than principle structure at 651 Twin Arch Road in an R-1 zone.

Mr. Gina Gatto appeared before the board for this proposal.

MR. NUGENT: Tell the board what you want to do and why you want to do it.

MS. GATTO: I'm trying to get the C.O. for the house and it's an existing structure, it's been an existing structure for 20 years. And I'm trying to get the C.O. for it. I didn't build it but it did have an open permit when I bought the house.

MR. NUGENT: All right, it had a building permit, Mike, this garage?

MR. TORLEY: Twenty years ago.

MS. GATTO: 1986, I believe was the year.

MR. BABCOCK: 1982.

MR. NUGENT: Nobody else caught it then?

MR. BABCOCK: No, apparently not, Mr. Chairman.

MR. REIS: Gina, what prompted you to come before the board?

MS. GATTO: I'm trying to sell the home and needed to get the C.O. for the garage.

MR. REIS: Have you ever had any complaints by your neighbors?

MS. GATTO: No, I'm 500 and some odd feet off the road, can't even see it.

MR. TORLEY: They don't have many neighbors out there.

MR. TORLEY: Mr. Chairman, I move that we set up Ms. Gatto for a public hearing for her requested variance.

MR. REIS: Second it.

ROLL CALL

MR. REIS AYE

MR. TORLEY AYE

MR. NUGENT AYE

MR. NUGENT: Can we keep the photograph in the file?

MS. GATTO: Yes.

MS. BARNHART: Here's your paperwork and your instructions.

MR. KRIEGER: When you make the presentation at the public hearing, if you would address yourself to the criteria set forth on that sheet, that would be helpful to the Zoning Board.

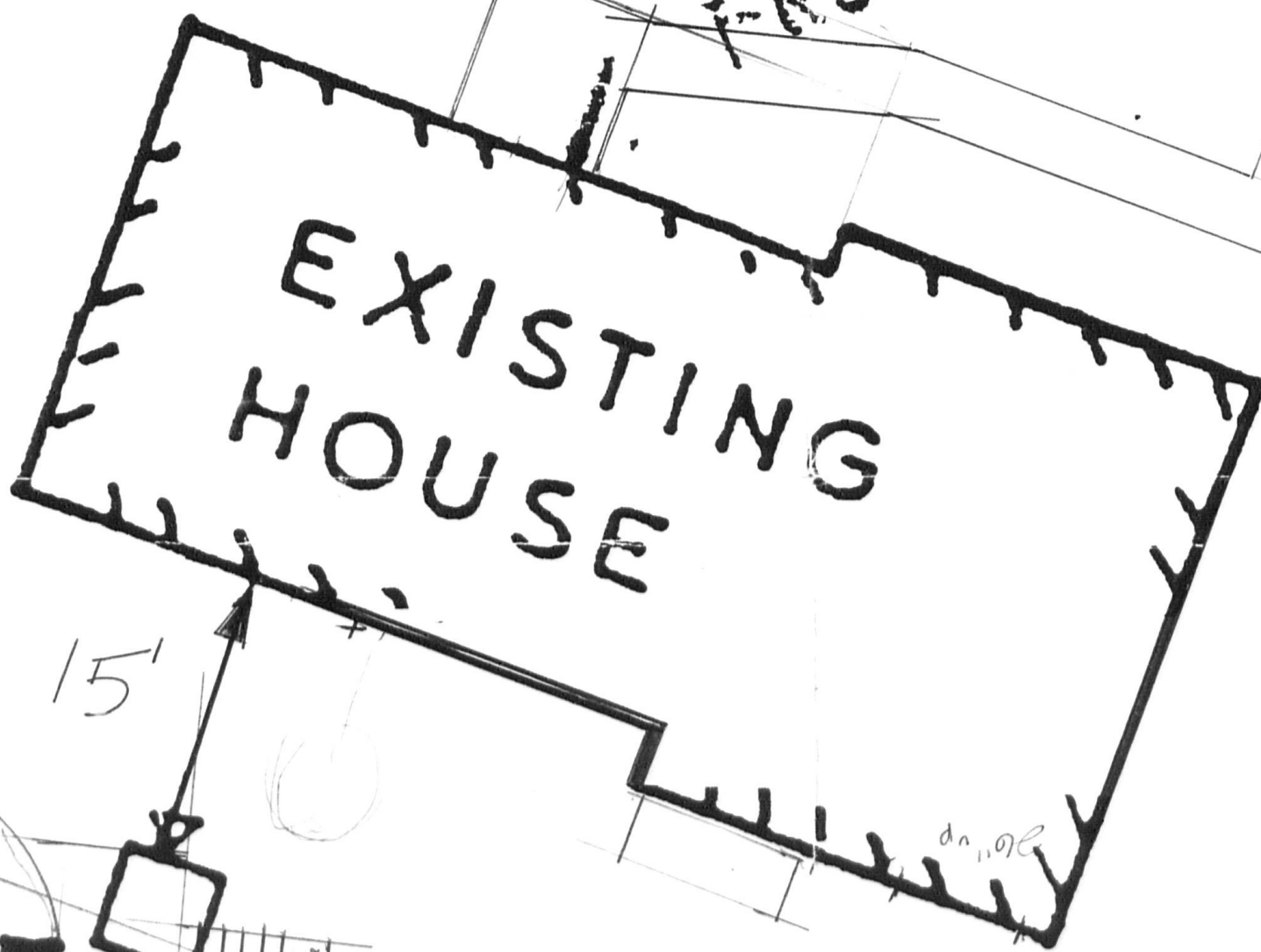
MS. GATTO: Okay, thank you.

ALL

32" E

357.43

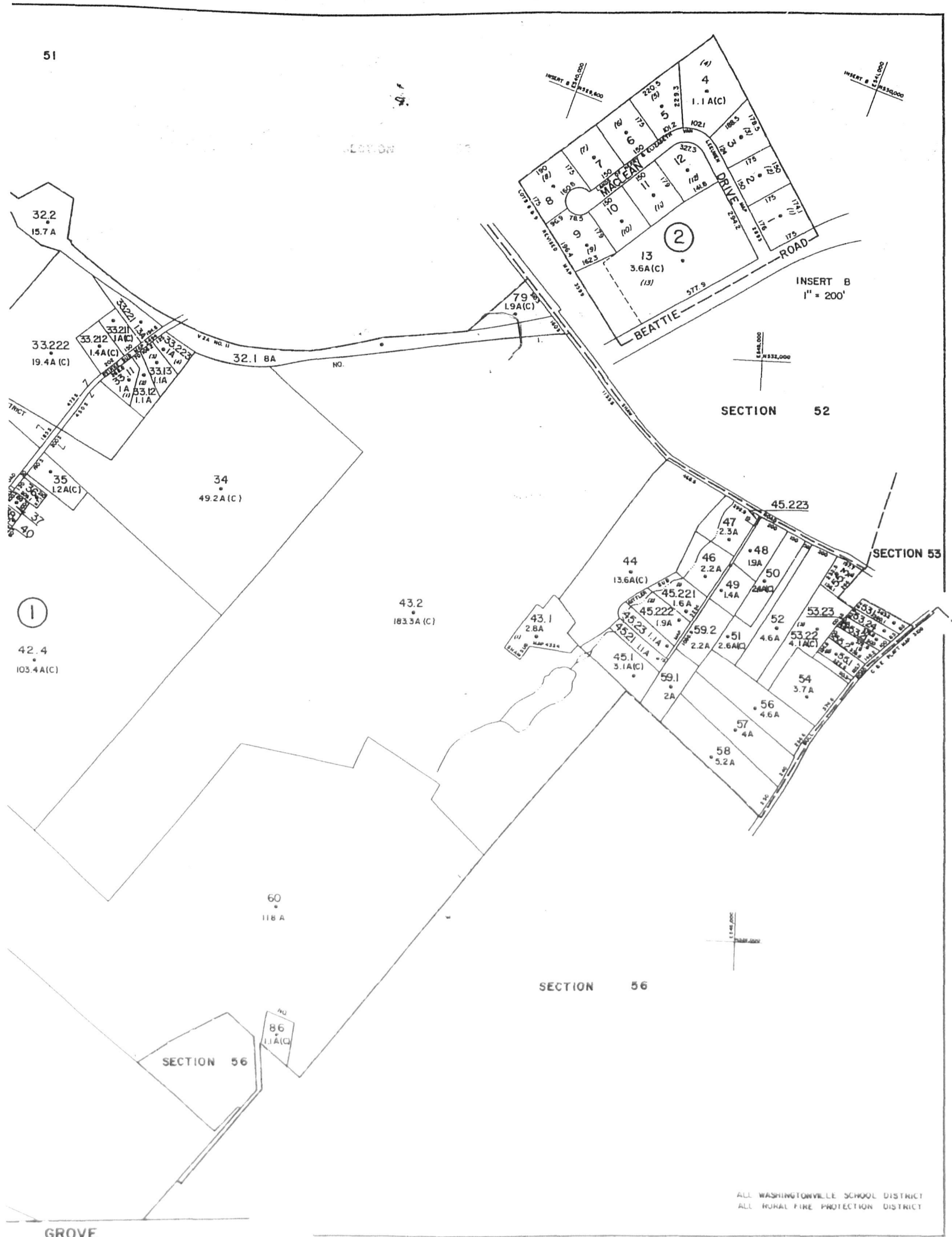
291 TO DINK TREE
FROM E of patch



SEPTIC
TANK

S 42° 42' 45" W

BROWNE



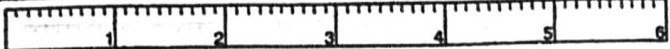
SEE PLAN BLOCK NO.	
LED PLAN LOT NO.	
STATE HIGHWAYS	N.Y. STATE HWY. NO. 17
COUNTY HIGHWAYS	COUNTY HWY. NO. 4
OWN ROADS	TOWN NO. 1

ORANGE COUNTY-NEW YORK

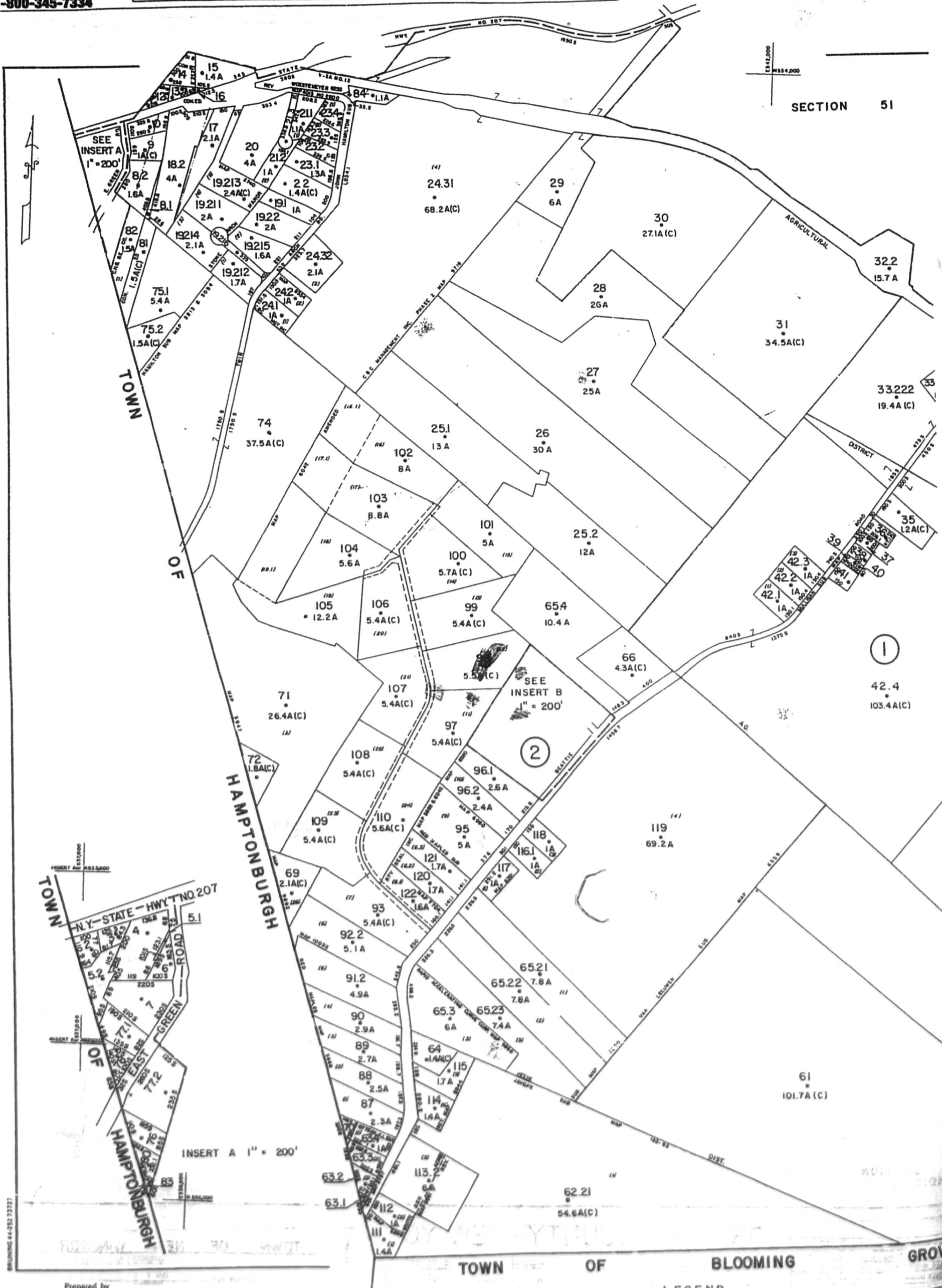
Photo No. 8-499,500,501 Date of Map 9-24-67
 Date of Photo 3-1-65 Date of Revision 2-1-65
 Scale 1" = 400'

TOWN OF NEW WINDSOR

Section No. 55



SECTION 51



Prepared by
ORANGE CO. TAX MAP DEPT.
MAIN ST., GOSHEN, N. Y. 10924
1989
FOR TAX PURPOSES ONLY
NOT TO BE USED FOR CONVEYANCE

LEGEND			
STATE OR COUNTY LINE	FILED PLAN LOT LINE	TAX MAP BLOCK NO.	FILED PLAN BLOCK NO.
CITY TOWN OR VILLAGE	EASEMENT LINE	TAX MAP PARCEL NO.	FILED PLAN LOT NO.
BLOCK & SECTION LIMIT	MATCH LINE	AREAS (Dead) 51.1A, (Calculated) 11.6A(C)	STATE HIGHWAYS
SPECIAL DISTRICT LINE	STREAMS	DIMENSIONS (Dead) as (Scaled) 700	COUNTY HIGHWAYS
PROPERTY LINE	GRID COORDINATE CENTROID		TOWN ROADS